

DECEMBER 10, 2002

ADLER & ASSOCIATES BENJAMIN A. ADLER

8011 CANDLE LN. HOUSTON, TEXAS 77071 PTAS

Under Secretary of Commerce For Intellectual Property and Director of the United States Patent and Trademark Office Washington, DC 20231 www.uspto.gov



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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/10/2002

REEL/FRAME: 013285/0464

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

RUNGE, MARSCHALL S.

DOC DATE: 07/14/2002

ASSIGNOR:

BALLINGER, SCOTT WEBSTER

DOC DATE: 08/14/2002

**ASSIGNOR:** 

VAN HOUTEN, BENNETT

DOC DATE: 08/28/2002

**ASSIGNEE:** 

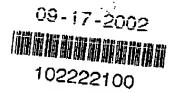
RESEARCH DEVELOPMENT FOUNDATION 402 NORTH DIVISION STREET CARSON CITY, NEVADA 89703

SERIAL NUMBER: 09231093 PATENT NUMBER: 6322974

FILING DATE: 01/14/1999 ISSUE DATE: 11/27/2001

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LAZENA MARTIN, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS



#### U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

#### **Recordation Form Cover Sheet**

To the Honorable Commissioner of Patents and Trademarks. Please record the attached documents.

1. Name of conveying party(ies): Marschall S. Runge Scott Webster Ballinger Bennett Van Houten

2. Name and address of receiving party(ies): Name: Research Development Foundation Address: 402 North Division Street

			Carson City, NV 89703			
	Additional names of conveying X_NOYES	party(ies)	attached?			
3.	Nature of Conveyance:  X Assignment_MergerSecurity AgreementChange of NameOTHER	Add	itional names & ad X NOYI		. <u>د</u>	
	Execution Date(s): July 14, 2002	2, August 1	4, 2002 & Augus	t 28, 2002	704 704	
4.	Application number(s) or patent Additional numbers attached?			• •	FINANCE SECTION	
5.	Name and address of party to wh document should be mailed: Name: Dr. Benjamin A. Adler ADLER & ASSOCIATES	nom corres	pondence concern Address: 8011 Candle I Houston, Tex	Ln.	CTION	PH 8: 30
6.	Total number of applications and	patents in	volved: 1			
7. deposi	Total Fee (37 CFR 3.41):t	\$40.00	enclosed	X author	rized to	charge
8.	Deposit Account number: 07-11	<u>85</u> (duplic	ate copy attached	if paying by	/ deposit a	ccount)
9. <i>correc</i>	Statement and signature.  To the best of my know t and any attached copy is a true of	ledge and copy of the	belief, the foreg	oing inform	iation is	true and
<u>Benja</u>	min Aaron Adler Ph.D. J.D.	S	Addli-	• •	9/4/	02_

Name of person signing

1Daté Total number of pages comprising cover sheet:

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PAGE 6/14 \* RCVD AT 11/30/2004 5:54:44 PM [Eastern Standard Time] \* SVR:USPTO-EFXRF-2/0 \* DNIS:7469195 \* CSID:512 536 4598 \* DURATION (mm-ss):04-02

D6179

#### **ASSIGNMENT**

WHEREAS, I, Marschall S. Runge, of 201 Chimeneas Place, Chapel Hill, NC 27517, (hereinafter collectively called "ASSIGNOR"), am inventor and owner of certain new and useful improvements in *Mitochondrial DNA Damage As A Predictor Of Coronary Atherosclerotic*, United States Letters Patent issued on November 27, 2001 and having U.S. Patent No. 6,322,974.

WHEREAS, the Research Development Foundation (hereinafter called "ASSIGNEE") a non-profit organization duly organized and existing under and by virtue of the laws of the state of Nevada, and having a place of business at 402 North Division Street, Carson City, Nevada 89703, is desirous of acquiring and ASSIGNORS are desirous of assigning to ASSIGNEE all right, title and interest in and to said invention and application identified above;

NOW, THEREFORE, ASSIGNOR, for and in consideration of Ten Dollars (\$10.00) to us in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby sell, assign and convey upon ASSIGNEE and its successors the entire right, title and interest throughout the world in the inventions and improvements which are the subject of an application for United States Patent signed by me, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and I agree for me and my respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

And I do further covenant and agree that I will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representative, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

DATE: 7/14/02	marce of my
	Marschall S. Runge

STATE OF North Garation :

COUNTY OF Orange

Notary Public

My Commission Expires: 0702

D6179

#### ASSIGNMENT

WHEREAS, I, Scott Webster Ballinger, of , (hereinafter collectively called "ASSIGNOR"), am inventor and owner of certain new and useful improvements in *Mitochondrial DNA Damage As A Predictor Of Coronary Atherosclerotic*, United States Letters Patent issued on November 27, 2001 and having U.S. Patent No. 6,322,974.

WHEREAS, the Research Development Foundation (hereinafter called "ASSIGNEE") a non-profit organization duly organized and existing under and by virtue of the laws of the state of Nevada, and having a place of business at 402 North Division Street, Carson City, Nevada 89703, is desirous of acquiring and ASSIGNORS are desirous of assigning to ASSIGNEE all right, title and interest in and to said invention and application identified above;

NOW, THEREFORE, ASSIGNOR, for and in consideration of Ten Dollars (\$10.00) to us in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby sell, assign and convey upon ASSIGNEE and its successors the entire right, title and interest throughout the world in the inventions and improvements which are the subject of an application for United States Patent signed by me, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and I agree for me and my respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

And I do further covenant and agree that I will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representative, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

DATE: 14 August 02	DW/57
<b>/</b> *	Scott Webster Ballinger
STATE OF:	$\mathcal{V}$
Corners	

Before me this, 2002, personally appeared, 2002, personally appeared, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.				
	Notary Public			
	My Commission	n Expires:		

D6179

#### ASSIGNMENT

WHEREAS, I, Bennett Van Houten, of 5 Fox Lair Ct. Durham, NC 27712-3042, (hereinafter collectively called "ASSIGNOR"), am inventor and owner of certain new and useful improvements in *Mitochondrial DNA Damage As A Predictor Of Coronary Atherosclerotic*, United States Letters Patent issued on November 27, 2001 and having U.S. Patent No. 6,322,974.

WHEREAS, the Research Development Foundation (hereinafter called "ASSIGNEE") a non-profit organization duly organized and existing under and by virtue of the laws of the state of Nevada, and having a place of business at 402 North Division Street, Carson City, Nevada 89703, is desirous of acquiring and ASSIGNORS are desirous of assigning to ASSIGNEE all right, title and interest in and to said invention and application identified above;

NOW, THEREFORE, ASSIGNOR, for and in consideration of Ten Dollars (\$10.00) to us in hand paid, and for other good and valuable consideration. the receipt of all of which is hereby acknowledged, do hereby sell, assign and convey upon ASSIGNEE and its successors the entire right, title and interest throughout the world in the inventions and improvements which are the subject of an application for United States Patent signed by me, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and I authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and I agree for me and my respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

And I do further covenant and agree that I will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representative, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

PAGE 11/14 \* RCVD AT 11/30/2004 5:54:44 PM [Eastern Standard Time] \* SVR:USPTO-EFXRF-2/0 \* DNIS:7469195 \* CSID:512 536 4598 \* DURATION (mm-ss):04-02

DATE:_	Ausurt	28,2002	_ · . f	ewal !	
	r			10.0	

Bennett Van Houten

STATE OF NOAH CANDING:

COUNTY OF Quelyn

Bonnett

Before me this <u>CB</u> day of <u>Many</u>, 2002, personally appeared <u>Van Houte</u> known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.



Notary Public Mary Elegabeth BButto

My Commission Expires: 9/24/2005